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AUG 21 2008

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

*[Handwritten signatures and initials]*

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

NORTHERN CALIFORNIA-NORTHERN  
NEVADA SOUND AND COMMUNICATIONS  
EMPLOYEE BENEFIT TRUST FUNDS;  
DOUG LUNG AND BOB TRAGNI AS  
TRUSTEES OF THE NORTHERN  
CALIFORNIA-NORTHERN NEVADA  
SOUND AND COMMUNICATIONS  
DISTRICT NO. 9 HEALTH AND WELFARE  
TRUST FUND,

Plaintiffs,

vs.

SPARTAN ENGINEERING, INC.,  
a California Corporation,

Defendant.

**C08 04005**  
COMPLAINT FOR MONEY  
ON A BREACH OF  
COLLECTIVE  
BARGAINING AGREEMENT  
VIOLATION OF E.R.I.S.A. AND FOR  
AN INJUNCTION  
**PVT**

COME NOW Plaintiffs, by their attorney, Sue Campbell, and allege and show to the Court as follows:

1. The jurisdiction of this Court is invoked pursuant to 29 U.S.C. Sections 185, 1132.
2. Plaintiffs DOUG LUNG AND BOB TRAGNI are trustees and fiduciaries of the NORTHERN CALIFORNIA-NORTHERN NEVADA SOUND AND COMMUNICATIONS DISTRICT NO. 9 HEALTH AND WELFARE TRUST FUND.
3. The NORTHERN CALIFORNIA-NORTHERN NEVADA SOUND AND COMMUNICATIONS DISTRICT NO. 9 HEALTH AND WELFARE TRUST FUND,

1 hereinafter "Funds", are Taft-Hartley funds as defined at 29 U.S.C. Section 186 and "employee  
2 pension benefit plans" as defined at 29 U.S.C. Section 1002(1), (2). At all times mentioned  
3 herein, the administrative offices for the Funds were and now are existing and operating in the  
4 State of California, County of Santa Clara.

5 4. The Defendant SPARTAN ENGINEERING, INC., a California Corporation, is an  
6 employer as defined in 29 U.S.C. Section 1002(5). The Defendants were at all times mentioned  
7 herein and now are authorized to do business in the State of California, and further, that they  
8 are now authorized to do business and are actually doing business in the County of Santa Clara,  
9 State of California.

10 5. At all times material hereto, there have been in full force and effect collective  
11 bargaining agreements covering the wages, hours and conditions of employment of certain  
12 employees of the Defendants. True and correct copies of the executed signature page, collective  
13 bargaining agreement, and pertinent sections of the trust agreement are attached hereto and  
14 incorporated herein by reference as Exhibit 1.

15 6. By its terms, the aforementioned collective bargaining agreement requires the  
16 Defendants to make payments to certain Funds (IBEW District No. 9 Retirement Plan, National  
17 Electrical Industry Fund, Health and Welfare Fund, JATC, LMCC, and Administrative Fund)  
18 for each hour worked by employees covered by said collective bargaining agreement. The  
19 Health and Welfare Trust Fund is authorized to collect monies due to said Trust Funds. The  
20 agreement further provides that such payments are to be made not later than the 15th day of each  
21 month following the month for which payment is made.

22 7. The aforementioned collective bargaining agreement also provides that the Defendant  
23 will abide by the terms of the Trust documents establishing the Funds, as well as the rules and  
24 regulations adopted by the trustees.

25 8. In accordance with the trust documents and rules and regulations of the Funds, as  
26 adopted by the trustees as well as the terms of the collective bargaining agreement, liquidated  
27 damages are assessed on late payments at the rate of 10% of the amount due if the payment is  
28 not received by the 10th of the month following the month incurred.

1           9. The aforementioned collective bargaining agreement further provides that if legal  
2 action must be taken to recover amounts due the Funds, the Defendant will pay the actual and  
3 reasonable attorney's fees incurred by the Funds, and all court costs. 29 U.S.C. Section 1132  
4 also requires the Defendant to pay such fees and costs.

5           10. Pursuant to the terms of said agreement, there is now due, owing and unpaid from  
6 Defendants to Plaintiffs for the months of March, April, May, June and July 2008, an as yet  
7 unascertained sum, plus liquidated damages according to contract; plus interest thereon at the  
8 legal rate.

9           11. Plaintiffs, through their agents, have made demand for payment but Defendants have  
10 failed to make any payments to date on the amount due.

11           12. On information and belief, additional monies are due for the periods August 1, 2008,  
12 to the present.

13           13. The obligation of the said Defendants, pursuant to the collective bargaining  
14 agreement set forth in Paragraph 7 above is a continuing obligation; Defendants may be  
15 continuing to breach said agreement by failure to pay monies due thereunder to Plaintiffs. The  
16 additional sums still due and owing, because of such breach, are presently unknown, but will  
17 be determined hereafter. In order to recover said additional sums in this action, Plaintiffs  
18 request that they be allowed to amend the complaint at or before the time of judgment to set  
19 forth said additional sums which may be due when said sums are determined and additional  
20 attorney's fees for collection thereof.

21           14. Plaintiffs' actual attorney's fees and costs will not be known until after this matter  
22 is concluded.

23           15. By reason of the aforementioned conduct of the Defendants, the Funds have  
24 suffered, and will continue to suffer, harm and actual and impending irreparable loss in that  
25 monies will not be available to provide contractual benefits to participants and beneficiaries of  
26 the Funds; the Funds will suffer excessive administrative and legal costs in continuing attempts  
27 to collect monies not submitted on a timely basis; the Funds will not have the benefit of  
28 investment income on monies due to the Funds from these Defendants; and individual

1 participants in the Fund will not receive their contractual benefits.


2 WHEREFORE, Plaintiffs pray this Court:

3 1. Issue an injunction perpetually enjoining and restraining the Defendant, its officers,  
4 agents, successors, employees, attorneys and all those in active concert or participation with  
5 them from the conduct complained of herein;

6 2. Award the Plaintiffs judgment for amounts due for the period March, April, May,  
7 June, and July 2008, in an as yet unascertained sum, plus liquidated damages according to  
8 contract; plus interest thereon at the legal rate, plus an amount to be submitted to the Court at  
9 the time of entry of judgment as attorney's fees plus their costs and disbursements in this action,  
10 all pursuant to 29 U.S.C. Section 1132(g)(2);

11 3. Award to Plaintiffs such other relief as this Court shall deem appropriate.

12  
13 Dated this 20<sup>th</sup> day of August, 2008

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16 SUE CAMPBELL  
17 Attorney for Plaintiffs  
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9th District  
**SOUND & COMMUNICATIONS**  
AGREEMENT  
NORTHERN CALIFORNIA

Addendum #2



NATIONAL ELECTRICAL CONTRACTORS  
ASSOCIATION  
AND  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

EFFECTIVE

**December 1st, 2006 - November 30th, 2009**

**The 9th District Agreement  
Northern California  
Addendum No. 2  
Sound & Communications Agreement**

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Addendum #2 language in **BOLD**  
Please note that the bold print should be referred to as Addendum No. 2.

**The 9th District Agreement**  
**Northern California**  
**Addendum No. 2**  
**Sound & Communications Agreement**

Between The International Brotherhood of Electrical Workers  
 & The National Electrical Contractors Association  
 December 1, 2006 through November 30, 2009

The Northern California Addendum Number Two ("Addendum No. 2") is by and between the signatory NECA Chapters and signatory IBEW Local Unions. This agreement is an addendum to the 9th District Sound and Communications Agreement which covers California, Oregon, Nevada and Washington. As used in this Addendum, the term "Chapter" shall mean signatory NECA Chapters and the term "Union" shall mean signatory IBEW Local Unions. The term "Addendum" shall refer to the Northern California Addendum Number Two.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. This Agreement shall have no force or effect unless a firm signatory to a Letter of Assent is also signatory to a Letter of Assent to one or more Addendum to this Agreement. All firms must sign a Letter of Assent to the Local Addendum, wherever said firm is performing work covered by this Agreement. Any firm desiring to terminate its Letter of Assent must terminate both Assent to this agreement and Assent(s) to any addendums to which the firm is signatory.

Conditions relevant to a specific geographic area shall be negotiated and made part of this agreement as Addendum's A, B, and C and attached hereto. In the event that a dispute arises between the language of the Addendum and the Master Agreement, the Addendum language shall take precedence, provided such Addendum has been approved, the same as this Agreement.

As used hereinafter in this Agreement the term "Chapter" shall mean the signatory NECA Chapters and the term "Union" shall mean the signatory IBEW Local Unions.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

**SCOPE**  
**(9TH DISTRICT MASTER AGREEMENT)**  
 (Refer to Addendum for any regional changes)

The work covered by this Addendum may be performed within the geographical jurisdiction of the following Local Unions: 6, 100, 160, 234, 302, 332, 340, 551, 595, 617, and 684.

The work covered by this Agreement shall include the installation testing, service, and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

**A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS**

1. Background-foreground music
2. Intercom and telephone interconnect systems
3. Telephone systems
4. Nurse call systems
5. Radio page systems
6. School intercom and sound systems
7. Burglar alarm systems
8. Low-voltage master clock systems
9. Multi-media/multiplex systems
10. Sound and musical entertainment systems
11. RF Systems
12. Antennas and Wave Guide

**B. FIRE ALARM SYSTEMS \***

1. Installation, wire pulling and testing

**C. Television and Video Systems**

1. Television monitoring and surveillance systems
2. Video security systems
3. Video entertainment systems
4. Video educational systems
5. Microwave transmission systems
6. CATV and CCTV

**D. Security Systems**

1. Perimeter security systems
2. Vibration sensor systems
3. Card access systems
4. Access control systems
5. Sonar/infrared monitoring equipment



**E. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)**

1. SCADA (Supervisory Control and Data Acquisition)
2. PCM (Pulse Code Modulation)
3. Inventory Control Systems
4. Digital Data Systems
5. Broadband and Baseband and Carriers
6. Point of Sale Systems
7. VSAT Data Systems
8. Data Communication Systems
9. RF and Remote Control Systems
10. Fiber Optic Data Systems

F. This will serve to clarify that the following items are included within the scope of work permitted under this Addendum: J-hooks; Teardrops; Trapezes (ceiling wire with horizontal support - i.e. EMT); Innerduct for VDV on occupied job sites only.

II. This Agreement specifically excludes the following work:

A. Raceway systems are not covered under the terms of this Agreement (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 ft.) may be installed on open wiring systems.

For Addendum No. 2 only: Raceway systems on new construction or major renovation projects when an electrical contractor is on site are not covered under the terms of this Addendum except for those listed in Item I(F), above. Chases, sleeves, and/or nipples (not to exceed 10 feet) may be installed on open wiring systems.

B. Energy management systems.

The complete installation of nonintegrated energy management systems, computer systems in industrial applications such as process controls, assembly lines, robotics, and computer-controlled manufacturing systems, and all HVAC control work up to the first point of connection to the multipurpose integrated system if so connected shall not be a part of this Addendum.

C. Life Safety Systems (all buildings having floors located more than 75 feet above the lowest floor level having building access) in the Northern California Addendum No. 2 shall be excluded from this Agreement unless the parties in any area signatory to the Addendum mutually agree that the Sound and Communications portion only of a Life Safety System may be performed under this Agreement. Except in San Francisco, when required by the manufacturers that distribute through authorized dealerships and franchises or required by specification - terminating, programming, testing and start-up may be performed under this Agreement.

D. SCADA (Supervisory Control and Data Acquisition) where not intrinsic to the above listed systems (in the scope).

E. \*Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the equivalent current inside wage and fringe rate in those areas where the work is historically performed by Inside Journeyman Wiremen when either of the following two (2) conditions apply:

1. The project involves new or major remodel Building Trades construction.
2. The conductors for the fire alarm systems are installed in conduit.

In those areas where fire alarm systems have historically not been performed by Inside Journeyman Wiremen, such work may be performed under this Agreement.

Prior to the effective date of this Agreement, each Local Union/Chapter jurisdiction shall make a determination of who has historically performed fire alarm work in that particular jurisdiction. When there is a mutual agreement by Labor and Management that the work has historically been performed and is currently being performed by Inside Wiremen, then the equivalent inside wage and fringe benefit rate shall be paid on major remodel and Building Trades projects. In those areas where there is no mutual agreement, the technician's rate shall apply. It shall be the responsibility of each individual Local Union/NECA Chapter jurisdiction to make the results of the local determination available to the International Office of the IBEW and to affected employers prior to the effective date of this Agreement. (For Work in San Francisco County, City and District, the determination of this Agreement shall be the responsibility of the International Office of the IBEW and the Local Union/Chapter jurisdiction.)

F. The parties to this agreement recognize that the Scope of Work in this agreement is subject to local addendum, especially in the areas of integrated energy management and life safety systems. In an effort to eliminate confusion regarding the interpretation of the Scope of Work covered by this agreement, the parties hereto agree to establish a Scope Review Committee composed of the following:

MANAGEMENT REPRESENTATIVES	LABOR REPRESENTATIVES
2 communication contractors	2 senior technicians
2 electrical contractors	2 electricians
2 NECA Chapter Managers	2 IBEW Business Managers

Members of the Committee shall be selected by the parties they represent. The Committee shall meet at such times as deemed necessary by the parties. The Committee shall select from its membership, but not both from the same group, a Chairman and a Secretary who shall retain voting privileges.

It shall be the function of the Scope Review Committee to consider and review various system technologies and to make recommendations to the parties to this agreement or addendums. The Scope Review Committee is not authorized to interpret this agreement, or addendums, in the event of a dispute over the Scope of Work. All grievances or questions in dispute shall be adjusted pursuant to Sections 1:06-1:09 of this agreement.



**SCOPE**  
(NORTHERN CALIFORNIA ADDENDUM #2)

The work covered by this Agreement shall include the installation, testing, service, programming and maintenance, of all VDV systems which utilize the transmission and/or transference of voice, sound, vision or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems. Programming may be performed under the terms of this agreement when qualifications and/or certification(s) are approved by the Contractor.

This agreement specifically includes the following work:

- A. **SOUND AND VOICE TRANSMISSION/TRANSFER SYSTEMS**
  - 1. Background-foreground music
  - 2. Intercom and telephone interconnect systems
  - 3. Telephone systems
  - 4. Nurse call systems
  - 5. Radio page systems
  - 6. School intercom and sound systems
  - 7. Burglar alarm systems
  - 8. Low-voltage master clock systems
  - 9. Multi-media/multiplex systems
  - 10. Sound and musical entertainment systems
  - 11. RF Systems
  - 12. Antennas and Wave Guide
- B. **TELEVISION AND VIDEO SYSTEMS**
  - 1. Television monitoring and surveillance systems
  - 2. Video security systems
  - 3. Video entertainment systems
  - 4. Video educational systems
  - 5. Microwave transmission systems
  - 6. CATV and CCTV
- C. **SECURITY SYSTEMS**
  - 1. Perimeter security systems
  - 2. Vibration sensor systems
  - 3. Card access systems
  - 4. Access control systems
  - 5. Sonar/infrared monitoring equipment

**D. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)**

- 1. SCADA (Supervisory Control and Data Acquisition)
- 2. PCM (Pulse Code Modulation)
- 3. Inventory Control Systems
- 4. Digital Data Systems
- 5. Broadband and Baseband and Carriers
- 6. Point of Sale Systems
- 7. VSAT Data Systems
- 8. Data Communication Systems
- 9. RF and Remote Control Systems
- 10. Fiber Optic Data Systems

E. Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the equivalent current inside wage and fringe rate in those areas where the work is historically performed by Inside Journeyman Wiremen when either of the following two (2) conditions apply:

- 1. The project involves new or major remodel Building Trades construction.
- 2. The conductors for the fire alarm systems are installed in conduit.

In those areas where fire alarm systems have historically not been performed by Inside Journeyman Wiremen, such work may be performed under this Agreement.

Prior to the effective date of this Agreement, each Local Union/Chapter jurisdiction shall make a determination of who has historically performed fire alarm work in that particular jurisdiction. When there is a mutual agreement, by Labor and Management that the work has historically been performed and is currently being performed by Inside Wiremen, then the equivalent inside wage and fringe benefit rate shall be paid on major remodel and Building Trades projects. In those areas where there is no mutual agreement, the technician's rate shall apply. It shall be the responsibility of each individual Local Union/NECA Chapter jurisdiction to make the results of the local determination available to the International Office of the IBEW and to affected employers prior to the effective date of this Agreement. For Work in San Francisco County/City, Refer to Memorandum of Understanding (For Scope of Work).

F. VDV SUPPORT SYSTEMS SUCH AS DATA-TRACK, INNERDUCT, OR SIMILAR TYPE RACEWAYS AND LADDER RACK INTENDED SPECIFICALLY FOR THE ABOVE LISTED SYSTEMS.

II. This Agreement specifically excludes the following work:

- A. Raceway systems on new construction or major renovation projects when an electrical contractor is on site are not covered under the terms of this Agreement except for those listed in Item I.F. above. Chases, sleeves and/or nipples (not to exceed 10 ft.) may be installed on open wiring systems.
- B. The complete installation of non-integrated Energy Management Systems, computer systems in industrial applications such as process controls, assembly lines, robotics, and computer controlled manufacturing systems, and all HVAC control work up to the first point of connection to the multipurpose integrated system if so connected shall not be a part of this Agreement.
- C. Life Safety Systems (not intrinsic to nurse call systems listed in Item I.A. above) shall be excluded from this Agreement.
- D. SCADA (Supervisory Control and Data Acquisition) where not intrinsic to the above listed systems (in the scope).

Nothing contained in this SCOPE or any other section of this agreement shall prevent a contractor who is signatory to an Inside Agreement in the jurisdiction of the Site Local Union from performing VDV work under the terms and conditions of that Inside Agreement.

#### BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in both the Sound and Communication and Electrical/Electronic industries. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

#### ARTICLE I

##### Effective Date – Changes – Grievances – Disputes

Section 1:01. This Agreement shall take effect December 1, 2006, and shall remain in effect until November 30, 2009, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1 through November 30 of each year, unless changed or terminated in the way later provided herein.

Section 1:02. (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIRI) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1:03. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement or addendums.

Section 1:04. There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 1:05. There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1:06. All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1:07. All matters coming before the Labor-Management Committee shall be decided by majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1:08. Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1:09. The Council on Industrial Relations pursuant to its basic rule number XI shall appoint an interim committee to investigate each issue that has been submitted to it by the local parties for adjudication under Article 1:08 of this agreement. The appropriate IBEW Vice-President and Regional Executive Director of NECA shall be designated as the co-chairman of the committee. The co-chairman may appoint additional members to the committee not to exceed two members each. The purpose of this committee shall be to review those issues that have been referred by the local parties to the Council for adjudication. The interim committee shall make recommendations to the Council on each issue that has been referred to it prior to the next regular session of Council. The interim committee may share their recommendations with local parties for their consideration prior to the Council session.

Section 1:10. When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

## ARTICLE II

### Employer Rights - Union Rights

Section 2:01. Employer Defined. Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer under the terms of this Agreement. Therefore, an Employer who contracts for such work is a person, firm or corporation having these qualifications and maintaining a permanent place of business, a business telephone and adequate tools, equipment and inventory. The Employer shall maintain a suitable financial status to meet payroll requirements, and employing not less than one (1) installer and/or technician, when performing work covered under this Agreement.

(a) Employees, except those meeting the requirements of "Employer" as defined herein, shall not contract for any work as set forth under the "Scope of Work" of this Agreement.

(b) Any employee, working under the terms of this Agreement, holding an active contractor's license covering the Scope of Work as set forth in this Agreement, shall inactivate their license in accordance with State Law.

Section 2:02. The Unions understand the Employer is responsible to perform the work required by the owner. The Employer, shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all its work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job-to-job within the Local Unions' geographical jurisdiction, in determining the need and number as well as the person who will act as foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2:03. For all employees covered by this Agreement, the Employer shall carry Workman's Compensation Insurance with a company authorized to do business in the State, Social Security and such other protective insurance as may be required by the laws of the State in which the work is performed.

Section 2:04. (a) The Employer agrees that if a majority of its employees authorizes the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the exclusive collective bargaining agent for all employees performing communication/ electronic work within the jurisdiction of the Local Union on all present and future jobsites.

(b) The Employer understands that the Local Union's jurisdiction - both trade and territorial - is not a subject for negotiations but rather is determined solely within the IBEW by the International President, and therefore, agrees to recognize and be bound by such determination.

Section 2:05. In order to protect and preserve, for the employees covered by this Agreement, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity,

including a joint-venture, wherein the Employer, through its officers, directors, partner or stockholders, exercise either directly or indirectly, management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

Section 2:06. (a) Free movement of men is allowed throughout any of the signatory Local Union jurisdictions. On all jobs exceeding one (1) day in duration, the Employer shall notify the Local Union in whose jurisdiction he will be working, in writing or by fax, prior to starting a job, the location of the job, and the names and social security numbers of the employees to be sent in. Approved forms provided by the Union. The representative of the Union, either in the area where the work is being performed or in the areas where the contractor's shop is located, shall have the authority to inspect the individual Employer's payroll and associated work records as to time and pay of an employee, if the question arises. The rights covered by this Section are not automatic, but are contingent upon compliance with the proper notification contained herein.

(b) All personal benefits to be sent to home local, i.e. Health & Welfare, Pensions and Vacations.

(c) In the Northern California Addendum Number A, B and C employees covered by this Agreement who are working within the jurisdiction of the Local Union where the employer's shop is located shall be dispatched through that Local Union's referral office.

Section 2:07. A signatory Employer shall not perform work as an installer and/or technician except one (1) designated member of a firm (Employer) shall be permitted to work with the tools at any time on work covered by this Agreement. Such working member of a firm (Employer) shall work under all the terms and conditions of this Agreement. The firm shall have one (1) installer and/or technician not a member of the firm employed under the terms of this Agreement at all times. Avoidance of the intent of this section shall not be permitted by the pretense of ownership of the business by an immediate member of the family. Nothing contained in this section shall be construed to prevent any Employer from performing work during emergencies for the protection of life or property or working up to four (4) hours each day on service, repair calls, and checking and inspecting.

In this addendum, an Employer performing residential work shall be permitted to personally install work under the scope of the Agreement without having any Apprentices, Installers or Technicians.

Section 2:08. The Union has the right to appoint Stewards at any shop and/or any job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at his shop or on his job. No Steward shall be discriminated against by an Employer because of his faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union. Such removal would be subject to the grievance procedure.

Section 2:09. (a) The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement, provided he first notifies the Employer's local office.

(b) The employer agrees that he shall not dismiss or otherwise discriminate against any employee for making a complaint or giving evidence to a representative of the union with respect to an alleged violation of the agreement.

Section 2:10. (a) It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee, for an employee to refuse to cross or work behind a picket line which is sanctioned by the Building Trades Council, the Central Labor Council or the Local Union.

(b) Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner.

Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided by the Employer.

Each employer will furnish necessary locked storage to reasonably protect tools from weather and vandalism and will replace such tools when tools are damaged on the job or stolen from the locked storage.

Section 2:11. Employees under this Agreement shall not be required to furnish power or special tools or test equipment. Employees shall not use the Employer's property such as tools, parts, test equipment and transportation for other than the Employer's business.

In this Addendum, if any employee through negligence, damages, destroys or loses the Employer's tools or equipment, the employee shall repair, replace or compensate the Employer for such loss or damages sustained.

Section 2:12. All employees covered by the terms of this Agreement shall be required to become members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2:13. (a) The Local Union is a part of the International Brotherhood of Electrical Workers; any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of paragraph 2 of this section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

(b) The subletting, assigning or transfer by an individual Employer of any work in connection with electrical/electronic work to any person, firm or corporation not recognizing the IBEW or one of its local unions as the collective bargaining representative of his employees on any sound and communication or electrical/electronic work in the jurisdiction of this or any other local union to be performed at the site of the construction, alteration, painting or repair of a building structure or other work, will be deemed a material breach of this Agreement.



(c) All charges of violations of Section (b) of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2:14. The Labor-Management Committee shall meet within five (5) working days when notice is given by any member thereof that an unresolved dispute within the jurisdiction of the Committee exists.

Section 2:15. The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

Section 2:16. Favored Nations. The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2:17. Surety Bond - Union Geographical Jurisdiction. In this addendum, Each Employer shall furnish a surety bond in the amount of \$10,000.00 to secure payment of all amounts due on account of payroll and fund deduction, contribution and reporting obligations of the Employer required by this Addendum. Said bond shall be in the form acceptable to the Union. The bond shall provide that it may not be terminated without thirty (30) days prior written notice to the Employer and the Local Union. The Labor Management Committee shall have full power to determine the amount of money due, if any, and shall direct payments of delinquent wages from the Bond directly to the affected employees and direct payments of delinquent fund contributions from the bond directly to the Trustees of the affected funds or to their designated agents.

### ARTICLE III

#### Hours - Wages - Working Conditions

#### WAGES, FRINGES AND ADDITIONAL WORKING CONDITIONS SHALL BE AS PER ADDENDUMS

Section 3.01. (a) Eight (8) consecutive hours work between the hours of 6:00 A.M. and 6:00 P.M. (excluding a meal period of not less than one-half (1/2) hour) shall constitute a work day. Forty (40) hours within five (5) consecutive days, Monday through Friday, shall constitute the work week.

(b) Overtime. In this addendum, the first four (4) hours worked outside hours stated in 3.01 (a) shall be at time and one-half of the regular straight time rate. Saturday overtime for eight (8) hours is one and one-half times the hourly rate and two (2) times thereafter. Time worked outside 3.01 (a) and 3.01 (b) and on Sundays and Holidays as set forth in Section 3.07 shall be paid double (2) times the straight time rate of pay.

(c) When mutually agreed by the employee and the employer, four (4) - ten (10) hour days at the regular rate of pay shall be allowed Monday through Friday. If the addendum to this Agreement provides for paid holidays, when the holiday falls within the employee's work week, the employee shall receive ten (10) hours pay for such holiday.

(d) In this addendum, each employer shall be allowed to schedule employees for maintenance, service calls and/or shop work at the straight-time rate of pay Tuesday through Saturday. Employees so assigned shall have Sunday and Monday as their days off.

(e) In this addendum, an employee recalled for duty after the completion of his normal shift for the day shall receive pay in accordance with the provision of Section 3.07 for the number of hours worked on such recall; however, an employee so recalled shall receive an amount of no less than the applicable hourly rate of pay for two (2) hours. The period of recall shall begin with the time of the employee leaving his home until the time of his return.

(f) In this addendum, when workmen report at the shop or job and are not put to work due to conditions beyond the control of the workmen, they shall receive four (4) hours pay. Workmen may be required to remain at the job site for the hours paid.

(g) In this addendum, when workmen report and are put to work, they shall receive pay for a minimum of four (4) hours and shall remain on the job unless directed otherwise by the Employer.

(h) In this addendum, an employee called for duty outside of the regular working hours for emergency repair work, call-back work or service calls shall receive a minimum of two (2) hours work at the applicable hourly rate.

(j) Foreman's language. Any project requiring four (4) or more employees, supervision will be required, paid at Technicians rate of pay. Any project requiring 13 or more employees will require additional supervision, will be paid at the Senior Technician's rate of pay. Any worker required to supervise more than one job concurrently shall be paid the Senior Technician's rate of pay. No apprentices shall act in a supervisory capacity.

(i) Service Standby - On call. When Employees are designated by their Employer to carry a communications device for service standby on weekends and holidays, they shall receive two (2) hours of standby pay at 1½ times their hourly straight time rate of pay, per day.

Section 3.02. No work shall be performed on Labor Day, except in case of emergency, or with the permission of the Business Manager where the work is being performed.

Section 3.03. Wages shall be paid weekly in cash or by payroll check on a local bank not later than quitting time on Friday and not more than three days' wages may be withheld at that time. Any worker laid off or discharged shall be paid his/her wages immediately. In the event the worker is not paid off, as provided above, waiting time at the appropriate rate shall be charged until payment is made. The Employer will either pay the worker at the jobsite during regular working hours or allow sufficient time during regular working hours to report to the shop to receive payment.

Weekly payroll will be implemented no later than December 31, 2007.

Section 3.04. I Shift Work. When so elected by the Employer, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked, the following conditions shall apply:

(a) The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Employees on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

(b) The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Employees on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus ten percent (10%) for seven and one-half (7 1/2) hours work.

(c) The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workers on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus fifteen percent (15%) for seven (7) hours work.

(d) When requested by the customer in writing on occupied remodel and renovation work, and when mutually agreed by the employee and employer, a single shift of eight (8) hours may be performed Monday through Friday, excluding Saturdays, Sundays and Holidays, between the hours of 2:30 p.m. and 6:00 a.m. The shift start time is anytime after 2:30 p.m. Employees shall receive a minimum of eight (8) hours pay at the regular hourly rate plus ten percent (10%) regardless of the hours worked. Such written request shall be provided to the Union.

(e) A lunch period of thirty (30) minutes shall be allowed on each shift.

(f) All overtime work required after the completion of a regular shift shall be paid at one and one-half (1 1/2) times the "shift" hourly rate.

(g) There shall be no pyramiding of overtime rates, and two (2) times the straight time rate shall be the maximum compensation for any hour worked.

(h) There shall be no requirement for a day shift when either the second or third shift is worked.

Section 3.04. II Shift Work. When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

(a) The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. with a one-half hour lunch period. Workers on the "day shift" shall receive eight (8) hours' pay at the regular hourly rate.

(b) The second shift (swing shift) shall be worked between the hours of 4:00 p.m. and 12:30 a.m. with a one-half hour lunch period. Workers on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate, plus an additional (\$.75) seventy-five cents per hour.

(c) The third shift (graveyard shift) shall be worked between the hours of 12:00 a.m. and 8:30 a.m. with a one-half hour lunch period. Workers on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate, plus an additional (\$1.00) one dollar per hour.

(d) A lunch period of thirty minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the shift hourly rate which includes the shift premium of \$.75 on the second shift and \$1.00 on the third shift.

(e) There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked. Any shift starting time, as outlined in this section may be varied by up to two (2) hours.

Section 3.05. The Employer shall deduct and forward to the Financial Secretary of the home local Union, upon receipt of a voluntary written authorization, the dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved home Local Union By-Laws. Such amount shall be certified to the Employer by the home Local Union upon request by the Employer.

Section 3.06. A bulletin board shall be provided by the Employer for the Union to post official notices to its members. In lieu of providing a separate bulletin board for the Union, the Employer may allot a reasonable amount of space on its own bulletin board for the exclusive use of the Union to post official notices.



Section 3.07. Holidays. (a) New Year's Day, Martin Luther King Jr. Birthday, observed the third Monday in January; Washington's Birthday, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, the 4th of July; the Friday before Labor Day and Labor Day, the first Monday in September; Thanksgiving Day, the fourth Thursday in November; and the day after Thanksgiving Day (Friday); and Christmas Day, December 25th.

When Holidays fall on a Saturday, they shall be celebrated on the previous Friday. When Holidays fall on a Sunday, they shall be celebrated on the following Monday.

(b) When overtime is required by the employer, the employee shall receive a one-half (1/2) hour meal period after the first two (2) hours of overtime work when overtime is required beyond that two (2) hour period. After each additional four (4) hours of overtime is worked, the employee shall receive a one half (1/2) hour meal period when overtime is required beyond that four (4) hour period.

Section 3.08. Travel Reimbursement. (a) In this addendum, wages shall be paid for all time in going from shop to the job, from the job to the shop and from job to job. When workmen covered by the terms of this Agreement are ordered to report directly to a job site in an employer-furnished vehicle, travel expense shall be paid in accordance with the following schedule.

36 - 45 road miles	\$7.50 per day
46 - 55 road miles	\$13.75 per day
56 - 64 road miles	\$20.00 per day
65 + road miles	\$20.00 per day plus \$8.75 per hour starting at the 65th mile

Mileage shall be computed from the job site to the closer of the employee's residence or the employer's normal place of business. Parking and bridge tolls paid if employees have to move personal vehicle during working hours.

#### Mileage Computation

The determination for actual miles driven in a personal vehicle, as outlined above, shall be calculated by the utilization of an internet based mapping software program that has been jointly agreed to by the parties to this addendum. The method of calculation shall involve the "quickest" route.

(b) In this addendum, when workmen covered by the terms of this Agreement are ordered to report directly to a job site in a personal vehicle, they shall receive travel expense in accordance with the above schedule and mileage expense at the published IRS rate for those miles traveled which exceed 35 road miles in each direction.

(c) In this addendum, when it becomes necessary that an employee remain away overnight from the Employer's place of business, at the direction of the Employer, then such employee shall receive either the round trip mileage expense as set forth under Section 3.08 above or the actual expenses incurred in such transportation required, whichever is less. Additionally, such employees remaining away overnight, at the Employer's direction, shall receive reimbursement for such food and lodging expense incurred and supported by appropriate receipts not to exceed \$80.00 per day.

(d) Employees shall not use their personal vehicle to transport employer tools or material.

Section 3.09. Uniforms. In this addendum, when the Employer provides identical clothing as to style or fashion, the Employer shall furnish same, including cleaning and maintenance, with the exception of shirts.

Section 3.10. IBEW-COPE Contributions. In this addendum, the Company may voluntarily agree to honor IBEW-COPE contribution deduction authorizations for its employees who are Union members.

Section 3.11. Employee Tools. (a) In this addendum, employees shall provide themselves with and keep in first-class condition a kit of the following tools:

1. Punch Tool w/110 & 66 Blades
2. Coax Crimp Tool (RG-59, 62 & 6)
3. Cat 5 Strippers
4. Wire Strippers (Miller type)
5. Utility Knife
6. Wire Cutters
7. T&B Sta-Kon tool
8. Lineman Pliers
9. Channel Locks (2 pairs)
10. Flat-Head Screwdrivers (Assorted sizes)
11. Phillips-Head Screwdrivers (Assorted sizes)
12. Sheetrock saw (hand type)
13. Nutdrivers (1/4" through 7/16")
14. Hacksaw
15. Hammer
16. Tool pouch
17. Volt-Ohm Meter
18. Tool Box (20" x 8 1/2" x 9" minimum with lock)
19. Scissors
20. Awl
21. Flashlight
22. Tone Generator
23. Probe
24. Tape Measure
25. Adjustable Wrench
26. Needle Nose Pliers
27. Torpedo Level 8"

#### Apprentice Tools

The requirement for Apprentices to acquire such tools shall be phased in a manner to be determined by a Labor-Management Subcommittee consisting of two (2) members appointed by the IBEW and two (2) members by NECA.

##### 1st Year S&C Apprentice Tool list

1. Punch Tool w/110 & 66 Blades
2. Cal 5 Strippers
3. Wire Strippers (Miller type)
4. Utility Knife
5. Wire Cutters
6. Flat-Head Screwdrivers (Assorted sizes)
7. Phillips-Head Screwdrivers (Assorted sizes)
8. Tool pouch
9. Scissors
10. Flashlight
11. Torpedo Level 8"
12. Sheetrock saw (hand type)
13. Tape Measure
14. T&B Sta-Kon tool
15. Lineman Pliers
16. Channel Locks (2 pairs)

##### 2nd Year S&C Apprentice Tool list

1. Awl
2. Tool Box (20" x 8 1/2" x 9" minimum with lock)
3. Nutdrivers (1/4" through 7/16")
4. Hack saw
5. Hammer
6. Adjustable Wrench
7. Needle Nose Pliers

##### 3rd Year S&C Apprentice Tool list

1. Tone Generator
2. Probe
3. Coax Crimp Tool (RG-59, 62 & 6)
4. Volt-Ohm Meter

(b) In this addendum, no workman shall supply tools other than those listed. It is the Employer's responsibility to replace tools lost due to fire or theft with disputes arising over this section to be resolved between the Employer and the Union Representative.

Section 3.12. Vehicle Signage. Every contractor signatory to this agreement shall have displayed on each side of each motor vehicle used in his or her business, the Contractor's name and the Contractor's license number in a clearly visible location in print type of at least 72-point font or Three-quarters of an inch in height and width.

## ARTICLE IV

### Referral Procedure

Section 4.01. In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4.02. The Local Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03. The Employer shall have the right to reject any applicant for employment.

Section 4.04. The Local Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in anyway by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05. The Local Union shall maintain a register of applicants for employment established on the basis of the GROUPS listed below. Each applicant for employment shall be registered in the highest priority GROUP for which he qualifies.

#### GROUP I

All applicants for employment who have three (3) or more years' experience in the Trade, are residents of the geographical area constituting the normal construction labor market, have passed a S&C Installer's examination given by a duly constituted S&C Local Union of the IBEW, or have been certified as a S&C Installer by any S&C Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

#### GROUP II

All applicants for employment who have three (3) or more years' experience in the trade and who have passed a S&C Installer's examination given by a duly constituted S&C Local Union of the IBEW, or have been certified as a S&C Installer by any S&C Apprenticeship and Training Committee.

#### GROUP III

An applicant who has a minimum of two (2) years experience in the communication industry, but does not meet the requirements of GROUP I or GROUP II.

#### GROUP IV

An applicant who does not meet the requirements of GROUPS I, II & III.

Section 4:06. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees."

Section 4:07. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4:08. "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 4:09. The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 4:10. An applicant who has registered on the "out-of-work list" must renew his application every thirty (30) days or his name will be removed from the "list."

Section 4:11. An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4:12. (a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their place on the "out-of-work list" and then referring applicants in the same manner successively from the "out-of-work list" in GROUP II, then GROUP III and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

Section 4:13. The only exceptions which shall be allowed in this order of referral are as follows:

(a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

#### Referral Appeals Committee

Section 4:14. (a) An Appeals Committee is hereby established composed of one (1) member appointed by the Union, one (1) member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both of these members.

(b) An applicant who is discharged for cause two (2) times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three (3) business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion:

1. Require the applicant to obtain further training from the JATC before again being eligible for referral.
2. Disqualify the applicant for referral for a period of four (4) weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct.
3. Refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or
4. Restore the applicant to his/her appropriate place on the referral list.

Section 4:15. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the applicable Local Union of Sections 4:04 through 4:14 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the applicable Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4:16. A representative of the applicable local NECA Chapter designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4:17. A copy of the Referral Procedure, set forth in this Agreement shall be posted on the Bulletin Board in the office of the applicable Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4:18. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

Section 4:19. "Normal construction labor market" is defined to mean the geographical area as depicted in the local union agreements and attached hereto as Addendum 2 plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured.

The geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the agreement applies.

Section 4:20. Experience in the trade is defined as performing work covered by the Scope of this Agreement.

Section 4:21. "Examination" - An Examination shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Sound and Communication Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has three (3) years experience in the trade.

## ARTICLE V

### NEBF

Section 5:01. National Electrical Benefit Fund. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual Employer will forward monthly to the NEBF's designated Local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate Local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

Section 5:02. District No. 9 Retirement Plan. (a) In this addendum, each Employer agrees to pay, as stipulated in Schedules A and B for each hour worked by all employees covered by this Agreement to the International Brotherhood of Electrical Workers District No. 9 Retirement Plan, a jointly-trusted pension trust created pursuant to Section 302(c) of the Labor-Management Relations Act.

Payment shall be due on the tenth (10th) day of the month following the month in which hours were worked and shall be forwarded to the Administrator of the Trust monthly. The Employer further agrees to be bound by the provisions of the Trust Agreement created by the International Brotherhood of Electrical Workers District No. 9 Retirement Plan dated 1974, and all amendments hereafter adopted, and agrees to accept as its representatives the present Employer Trustees and their lawfully appointed successors.

(b) In this addendum, each remittance will be accompanied by a form which will be furnished for this purpose. Failure to forward negotiable remittance for the entire payment due by the tenth (10th) day of the month will automatically require immediate payment of damages prescribed by the trust agreement as well as



delinquent amounts due and will further require other action as set forth in the trust Agreement.

(c) In this addendum, in addition to the damages assessable for late payment under the Trust Agreement and to other legal action which may be taken to collect delinquent payments which have not been received by the Board of Trustees of the IBEW District No. 9 Retirement Plan by the tenth (10th) day of the month following the month for which such assessments were due, individual Employers who fail to remit in accordance with the provisions shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the Employer fails to show satisfactory proof that the required payments have been made to the International Brotherhood of Electrical Workers District No. 9 Retirement Plan.

#### ARTICLE VI

##### Safety

Section 8:01. It is the Employer's responsibility to insure the safety of its employees and their compliance with safety rules and standards.

Section 8:02. When employees are required to work in hazardous area(s) they shall be supplied protective clothing and equipment by the employer. Any safety equipment or necessary protective devices shall be supplied to workmen by the employer.

#### ARTICLE VII

##### Industry Fund (NECA members only)

Section 7:01. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

(e) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.

(b) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

[Productive electrical payroll is defined as the total wages (including overtime) paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.]

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual employer. (REQUIRED OF NECA MEMBERS ONLY.)

#### ARTICLE VIII

##### Vacations - Holidays - Insurance

Section 8:01. Union employees shall be allowed to redirect a specific amount of wage compensation into a vacation account administered by the International Brotherhood of Electrical Workers. Such amount is to be determined by the Union thirty (30) days prior to the effective date of a scheduled wage and/or fringe modification.

Section 8:02. Vacation - Vesting. In this addendum, the right to vacation shall vest after six (6) months continuous service with the same Employer as follows:

(a) After one (1) year but less than five (5) years continuous service with the same Employer, two (2) weeks vacation. This accrual is to be determined on a pro rata basis after six (6) months continuous service from the date of employment.

(b) After five (5) continuous years of service with the same Employer and each year thereafter, three (3) weeks.

(c) Vacation time is not accumulated except by mutual express consent between the Employer and the employee.

Section 8:03. Vacation - Scheduling. In this addendum, the employee may schedule a vacation at any time within the calendar year after such employee is eligible for a vacation period provided that such dates of vacation have been mutually agreed as between the employee and Employer.

Section 8:04. Vacation - Seniority. In this addendum, vacations shall be scheduled strictly according to seniority. An employee shall not be compelled to take a split vacation, but if he elects to do so, his first choice shall be on the basis of seniority and his second choice on the basis of availability. Vacation schedules shall be posted. No employee to be called to duty, discharged or laid off while on vacation.

Section 8:05. Vacation - Vesting. In this addendum, All vested vacation earned by an employee prior to the effective date of this Agreement shall be paid or time taken prior to November 30, 1995.

Section 8:06. Health & Welfare Trust Fund. (a) In this addendum, each Employer agrees to pay, as stipulated in Schedules A and B for each hour worked by all employees covered by this Agreement. The contributions shall be paid to the IBEW/NECA Sound and Communications Health and Welfare Trust Fund, a jointly trusted Health and Welfare Trust Fund created pursuant to Section 302(c) of the Labor management Relations Act. Payment shall be due on the 10th day of the month in which coverage will exist subject to the provisions of (b) below. The money shall be forwarded to the Administrator of the Trust monthly. The Employer further agrees to be bound by the provisions of the Trust Agreement created by the IBEW/NECA Sound and Communications Health and Welfare Trust Fund and all amendments hereinafter adopted by the Trustees and agrees to accept as its

representatives the present Employer Trustees and their lawfully appointed successors.

(b) In this addendum, to become initially eligible for participation in the program, the Trust Fund must have received a minimum of 125 hours on the employee, and coverage will become effective the first of the following month.

(c) In this addendum, employees who accrued vested coverage under the prior NCSA Agreement shall retain those rights under this Agreement.

(d) In this addendum, each remittance will be accompanied by a form which will be furnished for this purpose. Failure to forward negotiable remittances for the entire payment due by the tenth (10th) day of the month will automatically require immediate payment of damages prescribed by the Trust Agreement as well as delinquent amounts due and will further require other action as set forth in the Trust Agreement.

(e) In this addendum, in addition to the damages assessable for late payment under the Trust Agreement and to other legal action which may be taken to collect delinquent payments which have not been received by the Board of Trustees of the IBEW/NECA Sound and Communications Health and Welfare Trust by the tenth (10th) of the month individual Employers who fail to remit in accordance with the provisions shall be subject to having this Addendum terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the Employer fails to show satisfactory proof that the required payments have been made to the IBEW/NECA Sound and Communications Health and Welfare Trust.

(f) In this addendum, prior to any change in benefit structure or premium charges, recommendation of such change shall be referred to the Labor-Management Committee for consideration. However, this shall not affect the right of the Trustees of the IBEW/NECA Sound and Communications Health and Welfare Trust Fund to protect the financial integrity of the Plan for health benefits provided herein should the Labor-Management Committee fail to take action to provide that premiums paid are sufficient to support benefits provided.

Section 8.07. Loss of Manpower. In this addendum, the Association and/or Employer agrees that it shall not constitute a violation of this Agreement for the Union to remove the workmen employed by an Employer who is delinquent in any wage or fringe payment due under the terms of this Agreement, provided the Employer receives seventy-two (72) hours notice in writing and provided the Employer fails to show positive proof that delinquent payments have been made.

## ARTICLE IX

### Apprenticeship and Training

Section 9.01. The local Joint Apprenticeship and Training Committee (JATC) properly established between the chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Telecommunications Installer/Technician Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC, and thereafter submitted to the appropriate Registration Agency.

The JATC shall be responsible for all training. The JATC, however, may elect to establish a subcommittee consisting of two (2) to four (4) members appointed by the IBEW Local Union, and an equal number of members appointed by the NECA Chapter. The JATC or its properly established subcommittee shall be responsible for the conduct and operation of the Telecommunications Apprenticeship and Training Program in accordance with the standards and policies adopted by the local JATC. The duties of a subcommittee shall include: interviewing, ranking and selecting applicants and the supervision of all apprentices in accordance with the registered standards and locally approved JATC policies.

Section 9.02. Where the JATC elects to establish a subcommittee, an equal number of members (two, three or four) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one (1) subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one (1) or more members of the JATC to serve on the subcommittee.

Subcommittee members serve at the will of the party they represent and may be removed by the party they represent or they may resign. All appointments made to fill unexpired terms shall likewise be in writing.

The subcommittee, where one is established by the JATC, shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges.

The JATC, or its subcommittee, shall maintain a set of minutes for each and every meeting. Such minutes shall be considered confidential and shall be regarded as the property of the JATC and its subcommittee, where a subcommittee is properly established.

Section 9.03. The subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Local Labor Management Committee for resolution.



Section 9:04. Though the JATC may elect to establish subcommittees, there is to be only one (1) JATC trust. That trust shall be responsible for all apprenticeship and training trust fund matters. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.

Section 9:05. All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

Section 9:06. The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment, of all Telecommunications Installer/Technician apprentices. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job training assignments. The JATC, or its subcommittee, shall have the authority to transfer any apprentice, as it deems necessary or appropriate.

Section 9:07. The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this Agreement, in any classification, unless the individual has properly reapplied for the apprenticeship program and been selected. The individual shall not be permitted to be classified as an Installer/Technician, or provided any other classification under this Agreement, until two (2) years after they should have completed apprenticeship under their indenture, and they can demonstrate skills and knowledge to warrant such classification.

Section 9:08. Though the JATC cannot guarantee any number of apprentices, any employer signatory to this Agreement shall be entitled to a ratio of one (1) apprentice to one (1) Telecommunications Installer/Technician, or Technician level employee on any job. The JATC shall maintain an active list of qualified applicants, as per the selection procedures, in order to provide an adequate number of apprentices to meet the one-to-one ratio. Applicants shall not be selected and indentured when indentured apprentices are available for on-the-job training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten (10) working days, the JATC shall select an indenture the next available applicant from the active list of ranked applicants.

Section 9:09. Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for in the National Guideline Standards. The total term of apprenticeship shall not require more than three (3) years of related training.

Section 9:10. The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Telecommunications Installer/Technician Apprenticeship and Training Standards.

Section 9:11. The apprentice is to be under the supervision of an Installer/Technician, a Technician level employee, or a qualified supervisor. Supervision will not be of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade. Installer/Technicians and Technicians are not required to constantly watch or observe the work of the apprentice. Installers are permitted to leave the immediate work area without being accompanied by the apprentice.

Section 9:12. The employer shall contribute to the local Health and Welfare Plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices. Contributions to other benefit plans may be addressed in other sections of this Agreement.

Section 9:13. Upon satisfactory completion of Apprenticeship, the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NJATC. The JATC may also require the apprentice to acquire any appropriate license required for Installer/Technicians to work in the jurisdiction covered by this Agreement.

Section 9:14. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties' signatory to the local apprenticeship and training trust agreement. The current rate of contribution is eighty (\$0.80) cents per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

## ARTICLE X

### Labor - Management Cooperation Committee

Section 10.01. The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- (1) to improve communications between representatives of Labor and Management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- (6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (8) to enhance the involvement of workers in making decisions that affect their working lives; and,
- (9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 10.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMC, as provided in said Agreement and Declaration of Trust.

Section 10.03. Each employer shall contribute (\$10/hr.). Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Santa Clara Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 10.04. If an Employer fails to make the required contributions to The Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

## ARTICLE XI

### Drug Testing

Section 11.01. The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW Local Union and NECA Chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

## ARTICLE XII

### Separability

Section 12.01. Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

## ARTICLE XIII

### Administrative Maintenance Fund

Section 13.01. Effective December 1, 1998 transmittal period, which starts on November 30, 1998 all employers signatory to this Labor Agreement with the signatory NECA Chapters designated as their collective bargaining agent shall contribute one half of one percent (.5) per hour for each hour worked by each employee covered by this Labor Agreement to the Administrative Maintenance Fund. The monies are for the purpose of administration of the collective bargaining agreement, grievance handling, and all other management duties and responsibilities in this agreement. The fund is to be administered solely by the employers. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the Labor Agreement by the 15th of the month and shall be bound to the same delinquency requirements under this Labor Agreement. The enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the employers and not the Local Union. The Fund may not be used in any manner detrimental to the Local Union or the IBEW.

## ARTICLE XIV

### National Labor Management Cooperation Committee (NLMCC)

Section 14.01. The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communication between representatives of labor and management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- 3) to assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- 6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;

- 7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 9) to enhance the involvement of workers in making decisions that affect their working lives; and
- 10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 14.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 14.03. Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Santa Clara Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 14.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

## WAGES AND FRINGES SCHEDULE "2-A"

The minimum hourly rate of wages shall be as follows:

Effective 12-1-06 Per Hour

Senior Communications and Systems Technicians

\$33.30

Communications and Systems Technicians  
Communications and Systems Installers

\$30.42  
\$26.72

Apprentices: The maximum hourly rate of wages shall be as follows:

Percentages

Job-Hours

\$14.70

1-800

55%

801-1,600

60%

1,601-2,400

65%

2,401-3,200

70%

3,201-4,000

80%

4,001-4,800

90%

The fringe benefits shall be as follows:

Health Insurance\*

\$6.15

Apprenticeship

\$0.80

3% of Gross Payroll

NEBF

\$3.70

Local Pension

\$0.10

Labor Management Cooperative Committee

\$0.20

Public Works Compliance

\$0.01

The rates listed above shall be applicable in all areas. However, it is understood that some of the geographical areas as listed in the scope may wish to negotiate a lesser wage for their local area due to the needs of the industry in their local area. Any such change agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval the same as this addendum.

\* Management shall contribute \$0.05 per hour for a Substance Abuse Testing Program to be administered by the Health & Welfare Trust.

Increases (in addition to the above rates) effective:

December 1, 2007 the \$2.00 per hour increase to be allocated.  
December 1, 2008 the \$2.25 per hour increase to be allocated.

Present differentials shall be maintained in accordance with present A agreement as follows:

Technician 13.86% above Installer  
Sr. Technician 24.62% above Installer

Increases are to be allocated by the Union prior to effective dates. The pension benefit payment may be increased prior to December 1 of any year by the Union by reducing the wage rates accordingly.

## WAGES AND FRINGES SCHEDULE "2-B"

The following rates are in effect within the following Local Union jurisdictions: Local 100, Fresno, CA; Local 595E, Stockton, CA; Local 684, Modesto, CA. These Locals comprise the San Joaquin Valley.

The minimum hourly rate of wages shall be as follows:

Effective 12-1-06

Per Hour

Senior Communications and Systems Technicians

\$29.25

Communications and Systems Technicians  
Communications and Systems Installers

\$26.72  
\$23.47

Apprentices: The maximum hourly rate of wages shall be as follows:

Percentages

Job-Hours

\$12.91

1-800

55%

801-1,600

60%

1,601-2,400

65%

2,401-3,200

70%

3,201-4,000

80%

4,001-4,800

90%

The fringe benefits shall be as follows:

Health Insurance\*

\$6.15

Apprenticeship

\$0.80

NEBF

3% of Gross Payroll

Local Pension

\$3.70

Labor Management Cooperative Committee

\$0.10

Public Works Compliance

\$0.20

National LMCC

\$0.01

Determination of installer rate is 88% of the actual wage increase of Schedule 2-A.

\* Management shall contribute \$0.05 per hour for a Substance Abuse Testing Program to be administered by the Health & Welfare Trust.



**WAGES & FRINGES SCHEDULE "2-C"**

December 1, 2006

The following rates are in effect within the Local 340 Union Jurisdiction – namely Yuba, Colusa, Sutter, Yolo, Sacramento, \*Amador, \*Placer, \*El Dorado, \*Nevada, Sierra, Alpine, Butte, Glenn, Lassen, Plumas, Shasta, Tehama and Trinity Counties of California. (These portions West of the main Sierra Mountain watershed.)

The minimum hourly rate of wages shall be as follows:

	Class A*	Class B**
Senior Communication and Systems Technician	\$26.38	\$25.38
Communication and System Technician	\$25.28	\$24.28
Communication and System Installer	\$21.98	\$20.98

\* NOTE: All overtime is paid based on A rate

Present differential shall be maintained in accordance with present agreement as follows:

Senior Communication and System Technician 20% above Installer  
Communication and System Technician 15% above Installer

Apprentices: The maximum hourly rate of wages shall be as follows:

Job Hours	Percentages	Per Hour
1 <sup>st</sup> Period 1 – 800	55%	\$12.09
2 <sup>nd</sup> Period 801 – 1,600	60%	\$13.19
3 <sup>rd</sup> Period 1,601 – 2,400	65%	\$14.29
4 <sup>th</sup> Period 2,401 – 3,200	70%	\$15.39
5 <sup>th</sup> Period 3,201 – 4,000	80%	\$17.58
6 <sup>th</sup> Period 4,001 – 4,800	90%	\$19.78

(NOTE – All Apprentice Rates receive \$1.60 Pension)

The fringe benefits shall be as follows:

Health Insurance*	\$6.15
Apprenticeship	\$0.75
NEBF	(3% of Gross Labor Payroll)
Local Pension	\$1.60**
LMCC	\$0.15
National LMCC	\$0.01
Administrative Maintenance Fund	(.5% of Gross Labor Payroll)

\* Management shall contribute \$0.05 per hour for a Substance Abuse Testing Program to be administered by the Health & Welfare Trust

\*\* Class B Pension Contribution is \$2.60 per hour

/cdeb/opeil29/afn-cio

**MEMORANDUM OF UNDERSTANDING - ADDENDUM NO. 2**

During the course of negotiations over this Agreement, a number of items were addressed which could not be completely resolved because of the issue of "Category I" or standard IBEW/NECA contract language.

There were five provisions in the agreement that were agreed to even though the language in the agreement does not reflect the complete understanding of the parties. This Memorandum will clarify the intent of the parties with respect to those five (5) sections.

1. Section 1:03 is understood to mean that if the International Office of the IBEW "redlines" or modifies any provision(s) in this Agreement, such provision(s) will be renegotiated by the parties.
2. Section 3:04 is understood to mean that the actual hours of work for the first, second, and third shift will be determined by the actual starting time of the first shift, as provided for in Section 3.01.
3. Section 4:13 is understood to mean the Employer shall have the right to select a "named applicant" from the out-of-work list.
4. Section 4:18 is understood to mean that apprentices will not be transferred between Employers unless both affected Employers agree to the transfer.
5. Section 9:06 is understood to mean that an Employer will be allowed a three-to-one ratio of Apprentices to Installers per job.

## LETTER OF ASSENT - B

## 9TH DISTRICT SOUND &amp; COMMUNICATIONS

This is to certify that the undersigned employer has examined a copy of the current approved AGREEMENT labor agreement between N.E.C.A. - SANTA CLARA VALLEY CHAPTER and Local Union 332 IBEW.

The undersigned employer hereby agrees to comply with all of the provisions contained in the above mentioned agreement and all approved amendments thereto, as well as subsequent approved agreements between N.E.C.A. - SANTA CLARA VALLEY CHAPTER and Local Union 332 IBEW. It is understood that the signing of this letter of assent shall be as binding on the undersigned employer as though he had signed the above referred to agreement, including any approved amendments thereto, and any subsequent approved agreements.

This letter of assent shall become effective for the undersigned employer on the 12 day of Feb, 97 and shall remain in effect unless and until terminated as provided in the following paragraph.

If the undersigned employer does NOT intend to comply with and be bound by all of the provisions in any subsequently approved agreements between N.E.C.A. - SANTA CLARA VALLEY CHAPTER and Local Union 332 IBEW, he shall so notify the Local Union in writing at least one hundred (100) days prior to the termination date of the then current agreement.

The Employer agrees that if a majority of its employees authorizes the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the NLRB Section 9(a) collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites.

In accordance with Orders Issued by the United States District Court for the District of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in the above-mentioned agreements requiring payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

SPARTAN ENGINEERING, INC.

Name of Firm

540 Parrot Street

Street Address/P. O. Box Number

San Jose, CA 95112

City, State (Abbr.) Zip Code

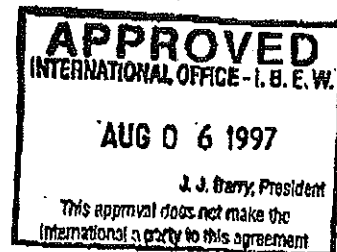
Federal Employer Identification No: 94-2579440

SIGNED FOR THE EMPLOYER

BY Donald C. Veronda  
(original signature)

NAME Donald C. Veronda

TITLE/DATE President 2/12/97



SIGNED FOR THE UNION 332 IBEW

BY Steve G. Wright  
(original signature)

NAME Steve G. Wright

TITLE/DATE Business Manager 2/12/97

INSTRUCTIONS (All items must be completed in order for assent to be processed)

<sup>1</sup>TYPE OF AGREEMENT

Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

<sup>2</sup>NAME OF CHAPTER OR ASSOCIATION

Insert full name of NECA Chapter or Contractors Association involved.

<sup>3</sup>LOCAL UNION

Insert Local Union Number.

<sup>4</sup>EFFECTIVE DATE

Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

<sup>5</sup>EMPLOYER'S NAME & ADDRESS

Print or type Company name & address.

<sup>6</sup>FEDERAL EMPLOYER IDENTIFICATION NO.

Insert the identification number which must appear on all forms filed by the employer with the Internal Revenue Service.

<sup>7</sup>SIGNATURES

<sup>8</sup>SIGNER'S NAME

Print or type the name of the person signing the Letter of Assent. International Office copy must contain actual signatures--not reproduced--of a Company representative as well as a Local Union officer.

A MINIMUM OF FIVE COPIES OF THE JOINT SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING. AFTER APPROVAL, THE INTERNATIONAL OFFICE WILL RETAIN ONE COPY FOR OUR FILES, FORWARD ONE COPY TO THE IBEW DISTRICT VICE PRESIDENT AND RETURN THREE COPIES TO THE LOCAL UNION OFFICE. THE LOCAL UNION SHALL RETAIN ONE COPY FOR THEIR FILES AND PROVIDE ONE COPY TO THE SIGNATORY EMPLOYER AND ONE COPY TO THE LOCAL NECA CHAPTER.

IMPORTANT: These forms are printed on special paper and no carbon paper is required for duplicate copies. Remove from the pen enough copies of the form for a complete set and complete the form.



JS 44 - No. CALIF (Rev. 4/97)

**CIVIL COVER SHEET**

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO)

**I.(a) PLAINTIFFS**

NORTHERN CALIFORNIA-NORTHERN NEVADA SOUND AND COMMUNICATIONS EMPLOYEE BENEFIT TRUST FUNDS; DOUG LUNG AND BOB TRAGNI AS TRUSTEES OF THE NORTHERN CALIFORNIA-NORTHERN NEVADA SOUND AND COMMUNICATIONS DISTRICT NO. 9 HEALTH AND WELFARE TRUST FUND

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF  
(EXCEPT IN U.S. PLAINTIFF CASES)

**DEFENDANTS**

SPARTAN ENGINEERING, INC.,  
a California Corporation

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT  
(IN U.S. PLAINTIFF CASES ONLY)  
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Sue Campbell, Attorney at Law (408) 277-0648  
1155 North First Street, Suite 101  
San Jose, California 95112

ATTORNEYS (IF KNOWN)

**II. BASIS OF JURISDICTION** (PLACE AN "✓" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☒ 3 Federal Question (U.S. Government Not a Party)  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (PLACE AN "✓" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

(For diversity cases only)

- |   |                            |                            |   |                            |                            |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. ORIGIN**

(PLACE AN "✓" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from Another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

**V. NATURE OF SUIT** (PLACE AN "✓" IN ONE BOX ONLY)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury Med Malpractice <input type="checkbox"/> 365 Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability  <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth In Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 RR & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other  <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt Relations <input type="checkbox"/> 730 Labor/Mgmt Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input checked="" type="checkbox"/> 791 Empl./Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark  <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))  <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (US Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commercial/CC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 990 Other Statutory Actions
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motion to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition			

**VI. CAUSE OF ACTION** (CITE THE US CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY) U.S. CIVIL STATUTE: 29 U.S.C. Sections 185, 1132

STATEMENT OF CAUSE: Violation of ERISA, nonpayment of employee benefits +

**VII. REQUESTED IN COMPLAINT:** ☐ CHECK IF THIS IS A CLASS ACTION **DEMAND \$** UNDER F.R.C.P. 23

☐ CHECK YES only if demanded in complaint:

**JURY DEMAND:** ☐ YES ☒ NO

**VIII. RELATED CASE(S) IF ANY** PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

**IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2) (PLACE A "✓" IN ONE BOX ONLY)** ☐ SAN FRANCISCO/OAKLAND ☒ SAN JOSE

DATE SIGNATURE OF ATTORNEY OF RECORD

August 20, 2008

SUE CAMPBELL

*Sue Campbell*